

default in any respect in the performance, observation or fulfillment of any provision of the Arch Certificate of Incorporation or Arch Bylaws. For purposes of this Agreement, "Arch Material Adverse Effect" means any event, development, change or effect that, individually or when taken together with all other such events, developments, changes or effects, (x) is or would reasonably be expected to be materially adverse to the business, operations, condition (financial or otherwise), assets or liabilities of Arch and its Subsidiaries (as defined in Section 3.3), taken as a whole or (y) prevents Arch from complying with its obligations under this Agreement; provided, that none of the following shall be taken into account in determining whether there has been or is an Arch Material Adverse Effect: (i) any change in the market price or trading volume of Arch Common Stock; (ii) any failure by Arch to meet internal projections or forecasts or published revenue or earnings predictions; or (iii) any adverse change or effect (including any litigation, loss of employees, cancellation of or delay in customer orders, reduction in revenues or income or disruption of business relationships) arising from or attributable or relating to (1) the announcement or pendency of the Transactions, (2) conditions generally affecting the industry or industry sector in which Arch or any of its Subsidiaries participates, the U.S. economy as a whole or any foreign economy in any location where Arch or any of its Subsidiaries has material operations or sales (which changes in each case do not disproportionately and adversely affect Arch or its Subsidiaries in any material respect), (3) legal, accounting, investment banking or other fees or expenses incurred solely in connection with the Transactions, (4) the payment of any amounts due to, or the provision of any other benefits to, any officers or employees under the terms of employment contracts, non-competition agreements, employee benefit plans, severance arrangements or other arrangements in each case that are in existence as of the date of this Agreement and, on or prior to the date of this Agreement, were made available or disclosed to Metrocall, (5) compliance with the terms of, or the taking of any action required by, this Agreement, (6) the taking of any action expressly approved or consented to by Metrocall, (7) any change in accounting requirements or principles or any change in generally applicable laws or the interpretation thereof, or (8) any action required to be taken under generally applicable laws or agreements.

Section 3.2 Capitalization.

(a) The authorized capital stock of Arch consists of 50,000,000 shares of Arch Common Stock, and 50,000,000 shares of common stock, par value \$0.001 per share ("Arch Unclassified Common Stock"). As of the date hereof, (i) 19,480,974 shares of Arch Common Stock were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (ii) no shares of Arch Unclassified Common Stock were issued and outstanding, (iii) 249,996 shares of Arch Common Stock were reserved for issuance upon exercise of options issued pursuant to the Arch's 2002 Stock Incentive Plan, as amended (the "Arch Stock Plan"), (iv) no shares of Arch Common Stock were reserved for issuance upon exercise of outstanding warrants and options issued other than under the Arch Stock Plan, and (v) 519,026 shares of Arch Common Stock were reserved for issuance under Arch's First Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated March 13, 2002, as modified and approved by order of the United States Bankruptcy Court for the District of Massachusetts, dated May 4, 2002 (the "Arch Plan of Reorganization"), including certain shares the issuance of which is to be made through the Arch Stock Plan (the Shares of Arch Common Stock referred to in the foregoing clauses (i) - (v), collectively, subject to adjustment as set forth in Schedule 3.2, the "Arch Fully Diluted Shares"). Arch has

filed with the SEC or previously made available to Metrocall (i) a complete and correct copy of the Arch Stock Plan, (ii) the weighted average exercise price for all options outstanding as of the date hereof, and (iii) complete and correct copies of the relevant written agreements, including amendments thereto, evidencing the grant of such options.

(b) Except as set forth in subsection (a) above or as otherwise contemplated by this Agreement, there are no outstanding subscriptions, options, calls, contracts, commitments, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement, and also including any rights plan or other anti-takeover agreement, obligating Arch or any of its Subsidiaries to issue, deliver, sell, transfer, redeem, repurchase or otherwise acquire or cause to be issued, delivered, sold, transferred, redeemed, repurchased, or otherwise acquired, any shares of the capital stock of Arch or obligating Arch or any of its Subsidiaries to grant, extend or enter into any such agreement or commitment. There are no voting trusts, proxies or other agreements or understandings to which Arch or any of its Subsidiaries is a party or is bound with respect to the voting of any shares of capital stock of Arch. The Arch Stock Plan does not (i) prohibit the assumption of such Arch Stock Plan (and the options granted thereunder) by Parent and the substitution of Parent Common Stock as provided in Section 2.1(d) of this Agreement and does not require the consent or approval of the holders of the outstanding options under the Arch Stock Plan, the stockholders of Arch, or any other Person in order to effect such assumption and substitution or (ii) require the acceleration of the exercise schedule or vesting provisions currently in effect for such options.

Section 3.3 Subsidiaries. Identified in Section 3.3 of the Arch Disclosure Schedule is each direct and indirect Subsidiary of Arch. Other than such Subsidiaries, Arch does not, directly or indirectly, own any equity or similar interest in or any interest convertible, exchangeable or exercisable for, any equity or similar interest in, any corporation, partnership, limited liability company, joint venture or other entity. Each such Subsidiary (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted; and (ii) is qualified to do business, and is in good standing, in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in all cases where the failure to be so qualified and in good standing would not, when taken together with all such other failures, result in an Arch Material Adverse Effect. All of the outstanding shares of capital stock or other equity interests of each Subsidiary of Arch are validly issued, fully paid, nonassessable and free of preemptive rights, and are owned directly or indirectly by Arch, free and clear of any liens, claims or encumbrances. There are no subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any shares of capital stock or other equity interests of any Subsidiary of Arch, including any right of conversion or exchange under any outstanding security, instrument or agreement. Arch has neither agreed nor is obligated to make nor be bound by any written, oral or other agreement, contract, subcontract, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan, commitment or understanding of any nature, as of the date hereof or as may hereinafter be in effect (other than as set forth in this Agreement) under

which it may become obligated to make any future investment in, or capital contribution to, any other Person. As used in this Agreement, (i) the term "Subsidiary" means, when used with reference to any Person, any corporation, partnership, limited liability company, joint venture or other entity of which such Person (either acting alone or together with its other Subsidiaries) owns, directly or indirectly, 50% or more of the voting stock or other voting interests, the holders of which are entitled to vote for the election of a majority of the board of directors or any similar governing body of such corporation, partnership, limited liability company, joint venture or other entity; and (ii) the term "Person" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a governmental or political subdivision or any agency or instrumentality thereof.

Section 3.4 Authority; Non-Contravention; Approvals. x) Arch has full corporate power and authority to enter into this Agreement and any other agreement executed and delivered in connection herewith (collectively, the "Ancillary Agreements") to which Arch is or will be a party and, subject to the Arch Stockholders' Approval (as defined in Section 3.4(d)) and the Arch Required Statutory Approvals (as defined in Section 3.4(c)), to consummate the Transactions. This Agreement and the Ancillary Agreements to which Arch is or will be a party have been duly and validly approved by the Arch Board, and no other corporate proceeding on the part of Arch is necessary to authorize the execution and delivery of this Agreement or such Ancillary Agreements, and, except for the Arch Stockholders' Approval, the consummation by Arch of the Transactions. This Agreement and the Ancillary Agreements to which Arch is or will be a party have been duly executed and delivered by Arch and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute valid and legally binding agreements of Arch, enforceable against it in accordance with their terms, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors and of general principles of equity

(b) The execution and delivery of this Agreement and the Ancillary Agreements to which Arch is or will be a party by Arch do not, and the consummation of the Transactions will not, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate obligations of Arch under, or result in a right of any other Person to terminate or to accelerate obligations of Arch under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Arch or any of its Subsidiaries under, or result in any penalty or modification or otherwise affect, any of the terms, conditions or provisions of, (i) the respective charters or by-laws of Arch or any of its Subsidiaries, (ii) other than as provided in Section 3.4(c), and subject to obtaining (prior to the Effective Time) the Arch Stockholders' Approval, any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Arch or any of its Subsidiaries or any of their respective properties or assets or (iii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which Arch or any of its Subsidiaries is now a party or by which Arch or any of its Subsidiaries or any of their respective properties or assets may be bound or affected. Excluded from the foregoing sentences of this paragraph (b), insofar as they apply to the terms, conditions or provisions described in clauses (ii) and (iii) of the first sentence of this paragraph (b) (and

whether resulting from such execution and delivery or consummation), are such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, individually or in the aggregate, have an Arch Material Adverse Effect.

(c) Except for (i) the filing of the Registration Statement and Joint Proxy Statement/Prospectus (as such terms are defined in Section 3.16) with the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the Securities Act of 1933, as amended (the "Securities Act"), and the declaration of the effectiveness thereof by the SEC, (ii) the making of the Merger Filing, (iii) any required filings with or approvals from the Nasdaq National Market ("Nasdaq"), (iv) all filings and approvals required to be made with or received from a governmental agency, and the termination or expiration of any waiting periods imposed, pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act"), the Sherman Act and the Clayton Act and any other Federal, state or foreign statutes, rules, regulations, orders or decrees that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws"), (v) all filings and approvals required to be made with or received from the Federal Communications Commission (the "FCC") pursuant to the Communications Act of 1934, as amended (the "Communications Act"), the rules, regulations and policies of the FCC (the "FCC Regulations") or any other Federal, state or foreign statutes, rules, regulations, orders or decrees regulating or relating to the paging business or the telecommunications business (the "Telecommunications Laws"), (vi) all filings and approvals required to be made or received in connection with any state securities or "blue sky" laws, and (vii) all other filings and approvals required to be made with or received from any local, state or Federal governmental authorities required for a change in ownership of transmission sites (the filings and approvals referred to in clauses (i) through (vii) are collectively referred to as the "Arch Required Statutory Approvals"), no declaration, filing or registration with, or notice to, or authorization, consent, waiver or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Arch or the consummation by Arch of the Transactions, other than such declarations, filings, registrations, notices, authorizations, consents, waivers or approvals which, if not made or obtained, as the case may be, would not, individually or in the aggregate, have an Arch Material Adverse Effect.

(d) The only vote of the holders of any class or series of capital stock of Arch that will be necessary to consummate the Arch Merger and the other Transactions is the approval of this Agreement by the holders of a majority of the voting power of the outstanding shares of Arch Common Stock on the record date (the "Arch Stockholders' Approval").

Section 3.5 Reports and Financial Statements. Since May 29, 2002, Arch has filed with the SEC all forms, statements, reports and documents (including all exhibits, post-effective amendments and supplements thereto) required to be filed by it under each of the Securities Act, the Exchange Act and the respective rules and regulations promulgated thereunder, each of which, as amended if applicable, complied when filed in all material respects with all applicable requirements of the Securities Act, the Exchange Act and the rules and regulations promulgated thereunder. Other than Parent, Arch Acquiring Sub and Metrocall Acquiring Sub with respect to the Transactions, no Subsidiary of Arch is required to file any

form, report or other document with the SEC. Arch has previously made available to Metrocall, via its EDGAR filings where available, copies (including all exhibits, post-effective amendments and supplements thereto) of its (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2003 (the "Arch 10-K"), as filed with the SEC, (b) proxy and information statements relating to (i) all meetings of its stockholders (whether annual or special) and (ii) actions by written consent in lieu of a stockholders' meeting, in each case from May 29, 2002 until the date hereof, and (c) all other reports, including annual reports, quarterly reports, and registration statements filed by Arch with the SEC since May 29, 2002 (the documents referred to in clauses (a), (b) and (c) are collectively referred to as the "Arch SEC Reports"). As of their respective dates, the Arch SEC Reports did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The audited financial statements of Arch included in the Arch 10-K (collectively, the "Arch Financial Statements"), have been prepared from, and are in accordance with, the books and records of Arch, comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis ("GAAP") (except as may be indicated therein or in the notes thereto) and fairly present, in conformity with GAAP, the consolidated financial position of Arch and its Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows and changes in financial position, if any for the periods then ended.

Section 3.6 Employee Benefit Plans; Labor Matters; No Parachute Payments. (a) Section 3.6(a) of the Arch Disclosure Schedule lists all material employee benefit plans (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) and all material bonus, stock option, stock purchase, stock appreciation rights, phantom stock, restricted stock, profit sharing, cash or stock based incentive, deferred compensation, retiree medical or life insurance, supplemental, retirement, severance, retention, employment, change in control, vacation, unemployment compensation, workers compensation or other benefit plans, programs or arrangements, whether legally enforceable or not and whether written or oral, to which Arch or any of its Subsidiaries is a party, with respect to which Arch or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by Arch or any of its Subsidiaries for the benefit of any current or former employee, officer or director of Arch or any of its Subsidiaries (collectively, the "Arch Benefit Plans"). With respect to each Arch Benefit Plan, Arch has delivered, or prior to Closing will deliver, or make available to Metrocall a true, complete and correct copy of (i) such Arch Benefit Plan and all amendments thereto and the most recent summary plan description related to such Arch Benefit Plan, if a summary plan description is required therefor, (ii) each trust agreement or other funding arrangement relating to such Arch Benefit Plan, (iii) the most recent annual report (Form 5500) filed with the Internal Revenue Service ("IRS") with respect to such Arch Benefit Plan, (iv) the most recent actuarial report or financial statement relating to such Arch Benefit Plan, (v) the most recent determination letter issued by the IRS with respect to such Arch Benefit Plan, if it is qualified under Section 401(a) of the Code, and (vi) a description setting forth the amount of any material liability of Arch or its Subsidiaries as of the Closing Date for payments more than 30 days past due. Neither Arch nor any of its Subsidiaries has any express or implied commitment, whether legally enforceable or not, (i) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (ii) to enter into any contract or

agreement to provide compensation or benefits to any individual or (iii) to modify, change or terminate any Arch Benefit Plan, other than with respect to a modification, change or termination required by ERISA, the Code or other applicable law.

(b) Neither Arch nor any ERISA Affiliate of Arch contributes to, has contributed to or is required to contribute to a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) (a "Multiemployer Plan") or a single employer pension plan (within the meaning of Section 4001(a)(15) of ERISA) (a "Multiple Employer Plan"). Except (i) as required by Section 4980B of the Code or (ii) for benefits, the full cost of which is borne by the employee, former employee, retired employee or beneficiary, none of the Arch Benefit Plans provides for or promises retiree medical, disability or life insurance benefits to any current or former employee, officer or director of Arch or any of its Subsidiaries. Neither Arch nor ERISA Affiliate of Arch has incurred any withdrawal liability with respect to a Multiemployer Plan under Title IV of ERISA and no event or condition has occurred which would be expected to cause Arch or any ERISA Affiliate of Arch to incur any such withdrawal liability. For purposes of this Agreement, "ERISA Affiliate" shall mean, with respect to any entity, trade or business, any other entity, trade or business that is, or was at the relevant time, treated as a single employer under Sections 414(b), (c), (m) or (o) of the Code or Section 4001(b)(1) of ERISA.

(c) Except as would not, individually or in the aggregate, have an Arch Material Adverse Effect, (i) Arch and its Subsidiaries have complied, and are now in compliance, with all provisions of all laws and regulations applicable to Arch Benefit Plans and each Arch Benefit Plan has been administered in all material respects in accordance with its terms, (ii) all contributions required to be made under the terms of any of the Arch Benefit Plans as of the date of this Agreement have been timely made or have been reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Arch SEC Reports prior to the date of this Agreement, (iii) no event has occurred and, to the knowledge of Arch, there exists no condition or set of circumstances in connection with which Arch or any of its Subsidiaries could be subject to any liability under the terms of such Arch Benefit Plans, ERISA, the Code or any other applicable law (other than a claim for benefits in the ordinary course) and (iv) no legal action, proceeding, suit or claim is pending or, to the knowledge of Arch, threatened with respect to any Arch Benefit Plan or its assets (other than claims for benefits in the ordinary course).

(d) Except as would not have, individually or in the aggregate, an Arch Material Adverse Effect: (i) each Arch Benefit Plan which is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the IRS through the Economic Growth and Tax Relief Reconciliation Act of 2001 that it is so qualified and each trust established in connection with any Arch Benefit Plan which is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and no fact or event has occurred since the date of such determination letter from the IRS to adversely affect the qualified status of any such Arch Benefit Plan or the exempt status of any such trust; (ii) there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any Arch Benefit Plan; (iii) neither Arch nor any of its Subsidiaries has incurred any liability for any penalty or tax arising under Section 4972, 4980, 4980B or 6652 of the Code or any liability under Section 502 of ERISA, and, to the knowledge of Arch, no fact or event exists which could give rise to any such liability; (iv) no

complete or partial termination has occurred within the five years preceding the date hereof with respect to any Arch Benefit Plan, and (v) no Arch Benefit Plan is subject to Title IV of ERISA.

(e) Neither Arch nor any of its Subsidiaries maintains or is required to contribute to any plan, fund or similar program established or maintained by Arch or any of its Subsidiaries outside the United States of America primarily for the benefit of employees of Arch or any of its Subsidiaries residing outside the United States of America, which fund or similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code to which Arch or any of its Subsidiaries would have any liability.

(f) Any terminated benefit plan maintained, contributed to or sponsored by Arch or any of its Subsidiaries has been terminated in accordance with applicable laws, including ERISA, and all benefits under any such terminated benefit plan have been made in accordance with the terms of such benefit plan.

(g) Neither Arch nor any of its Subsidiaries is a party to or otherwise bound by any collective bargaining or other labor union contract applicable to Persons employed by Arch or any of its Subsidiaries and no collective bargaining agreement is being negotiated by Arch or any of its Subsidiaries. As of the date of this Agreement, there is no union currently certified and no union representation question or any organizational activity threatened with respect to Arch or any of its Subsidiaries. As of the date of this Agreement, there is no labor dispute, strike, walkout, lockout or work stoppage or slowdown against Arch or any of its Subsidiaries pending or, to the knowledge of Arch, threatened which may interfere with the respective business activities of Arch and its Subsidiaries, except where such dispute, strike or work stoppage would not, individually or in the aggregate, have an Arch Material Adverse Effect. As of the date of this Agreement, to the knowledge of Arch, there is no charge or complaint against Arch or any of its Subsidiaries pending before the National Labor Relations Board or any comparable governmental authority pending or threatened in writing, except where such unfair labor practices, charges or complaints would not, individually or in the aggregate, have an Arch Material Adverse Effect. There is no suit, claim, action, proceeding or, to the knowledge of Arch, threatened against Arch, any of its Subsidiaries, any directors, officers, fiduciaries or service providers of Arch or between Arch or any of its Subsidiaries any employee, former employee or representative of current or former employees, that would be expected to have an Arch Material Adverse Effect.

(h) Arch has delivered or made available to Metrocall true, complete and correct copies of (i) all employment agreements with officers and employees of Arch and each of its Subsidiaries with annual compensation in excess of \$100,000 (including written summaries of oral agreements with respect to (x) increases in compensation, (y) severance or (z) other restrictions on the at-will status of any employment arrangement) and all consulting agreements of Arch and each of its Subsidiaries providing for annual compensation in excess of \$100,000, (ii) all severance plans, agreements, programs and policies of Arch and each of its Subsidiaries with or relating to their respective employees or consultants, and (iii) all plans, programs, agreements and other arrangements of Arch and each of its Subsidiaries with or relating to their respective employees or consultants which contain "change of control" provisions.

(i) No current or former employee, officer or director of Arch or its Subsidiaries will be entitled to any additional benefits or any acceleration of the time of payment or vesting of any benefits under any Arch Benefit Plan, policy, arrangement, agreement, trust or loan as a result of the Transactions. No amount payable, or economic benefit provided, by Arch or its Subsidiaries (including any acceleration of the time of payment or vesting of any benefit) could be considered an "excess parachute payment" under Section 280G of the Code. No Person is entitled to receive any additional payment from Arch or its Subsidiaries or any other Person in the event that the excise tax of Section 4999 of the Code is imposed on such Person.

(j) Neither the Arch nor any of its Subsidiaries has effectuated (i) a "plant closing" (as defined in the Workers Adjustment Retraining Notification Act, 29 U.S.C. Sections 2101, et seq. (the "WARN Act")) affecting any site of employment or one or more facilities or operating units within any site of employment of Arch or any of its Subsidiaries; or (ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of Arch or any of its Subsidiaries; nor has Arch and/or any of its Subsidiaries been engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local law; and none of the affected employees has suffered an "employment loss" (as defined in the WARN Act) since ninety days prior to the date hereof. Neither Arch nor any of its Subsidiaries has incurred any material liability under the WARN Act or similar state laws which remains unpaid or unsatisfied.

(k) Except as would not have, individually or in the aggregate, an Arch Material Adverse Effect, (i) Arch and its Subsidiaries are in compliance with the terms and provisions of the Immigration Reform and Control Act of 1986, as amended, and all related regulations promulgated thereunder; (ii) Arch and its Subsidiaries are in compliance with all laws governing the employment of its employees, including, but not limited to, all such federal, state, and local laws relating to wages, hours, collective bargaining, discrimination, retaliation, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or Social Security taxes and similar taxes; (iii) no employee or independent contractor has filed a complaint for which Arch has received notice and Arch has not conducted any internal investigation regarding conduct that may constitute a violation of any federal, state or local law governing employment; (iv) since December 31, 2003, to the knowledge of Arch as of the date hereof, no officer, manager or other key employee of Arch or any of its Subsidiaries has received, and no officer has given, notice to terminate his employment; (v) there are no officers or employees of Arch or any of its Subsidiaries who are on secondment, maternity leave or absent on grounds of disability, military or other leave of absence (other than normal holidays or absence due to illness); (vi) Arch and its Subsidiaries have complied with their obligations to inform and consult with trade unions and other representatives of workers and to send notices to relevant governmental officials; (vii) Arch and its Subsidiaries have maintained adequate and suitable records regarding the service of their directors, officers and employees and such records comply with requirements of data protection legislation regarding the processing and storage of personal data on individuals; (viii) there are no occupational health and safety claims against Arch or any of its Subsidiaries; and (ix) there are no complaints, charges, or claims against Arch or any of its Subsidiaries pending, or, to Arch's knowledge, threatened in writing to be brought or filed, and with any authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by Arch or any of its Subsidiaries.

(l) Neither Arch nor any of its Subsidiaries has extended a loan to any employee for which amounts are outstanding, except for advances in respect of travel and entertainment expenses in the ordinary course of business. Since December 31, 2002, no such loans have been forgiven.

(m) All salaries and wages and other benefits, bonuses and commissions of all directors, officers or employees of Arch and its Subsidiaries have, to the knowledge of Arch, to the extent due, been paid or discharged in full, including, but not limited to, all payments due for calendar year 2003 bonuses.

(n) No Arch Benefit Plan is, or within the last three (3) years has been, the subject of examination or audit by any governmental entity or agency.

(o) Arch does not believe that there has been, and does not believe or intend that consummation of the Transactions would constitute or be deemed to be, a "Change in Control" with respect to Arch's Management Long-Term Incentive Plan, the Arch Stock Plan or any related Restricted Stock Agreement or Nonstatutory Stock Option Agreement or under the respective employment agreements of Messrs. Baker, Daniels and Pottle, in each case as such term is defined therein. Arch and its Subsidiaries do not believe that they have taken any action or omitted to take any action which would or could reasonably be expected to cause a "Change in Control" under any of Arch's Management Long-Term Incentive Plan, the Arch Stock Plan or any related Restricted Stock Agreement or under the respective employment agreements of Messrs. Baker, Daniels and Pottle or otherwise provide a reasonable basis for any participant therein or party thereto, as applicable, to believe that a "Change in Control" has occurred or will occur as a consequence of the consummation of the Transactions.

Section 3.7 Certain Tax Matters. Neither Arch nor, to the knowledge of Arch, any of its affiliates has taken, agreed to take, or intends to take, any action that would reasonably be expected to prevent the Merger from qualifying as a transfer by the holders of Metrocall Common Stock and Arch Common Stock of all such shares of such stock (other than Appraisal Shares and shares of such stock held by either Metrocall or Arch) to Parent in exchange for all the issued and outstanding shares of Parent Common Stock and, in the case of holders of Metrocall Common Stock, cash, which shares of such stock shall be the only shares of such stock issued and outstanding on the Closing Date, all in accordance with and governed by Section 351 of the Code. Arch is not aware of any agreement, plan or other circumstances that would reasonably be expected to prevent the Merger from qualifying as an exchange described in Section 351 of the Code.

Section 3.8 Contracts; Debt Instruments. There is no loan or credit agreement, note, bond, mortgage, indenture or lease, or any other contract, license or agreement to which either Arch or any of its Subsidiaries is a party or by which any of them or any of their respective properties or assets is bound that is material to the business, financial condition or results of operations of Arch and its Subsidiaries taken as a whole (collectively, the "Arch Material Contracts") that has not been disclosed in the Arch SEC Reports. All Arch Material Contracts are in full force and effect and are the valid and legally binding obligations of the parties thereto and are enforceable in accordance with their respective terms. Neither Arch nor any Subsidiary of Arch, nor, to the knowledge of Arch, any other party to any Arch Material Contract, is in

violation of or in default under (nor does there exist any condition which with the passage of time or the giving of notice would reasonably be expected to cause such a violation of or default under) any Arch Material Contract, except for violations or defaults that would not have, individually or in the aggregate, an Arch Material Adverse Effect. No party to any Arch Material Contract has given notice of any action to terminate, cancel, rescind or procure a judicial reformation thereof, other than notices of matters which have been resolved in a manner not materially adverse to Arch. Set forth in Section 3.8 of the Arch Disclosure Schedule is a description of any material changes to the amount and terms of the indebtedness of Arch and its Subsidiaries as described in the notes to the Arch Financial Statements.

Section 3.9 Litigation. There is no suit, claim, charge, action, proceeding, arbitration or investigation pending or, to the knowledge of Arch, threatened against Arch or any Subsidiary of Arch or any of their respective officers or directors in their capacity as such before any governmental authority that (i) individually (or together with any series of suits, claims, charges, actions, proceedings, arbitrations or investigations arising from substantially similar facts) would reasonably be expected to result in liability to Arch and its Subsidiaries, collectively, of more than \$100,000 or materially delay the Closing or (ii) would have, individually or in the aggregate, an Arch Material Adverse Effect, and, to the knowledge of Arch, there are no existing facts or circumstances that would reasonably be expected to result in such a suit, claim, charge, action, proceeding, arbitration or investigation. Arch is not aware of any facts or circumstances which would reasonably be expected to result in the denial of insurance coverage under policies issued to Arch and its Subsidiaries in respect of such suits, claims, charges, actions, proceedings, arbitrations and investigations for which Arch has a reasonable expectation of obtaining insurance coverage, except in any case as would not have, individually or in the aggregate, an Arch Material Adverse Effect. Neither Arch nor any Subsidiary of Arch is subject to any outstanding order, writ, injunction or decree which would have, individually or in the aggregate, an Arch Material Adverse Effect.

Section 3.10 Insurance. All material insurance policies of Arch and its Subsidiaries, including those policies set forth in Section 3.10 of the Arch Disclosure Schedule, are in full force and effect. Neither Arch nor any of its Subsidiaries is in breach or default thereunder (including with respect to the payment of premiums or the giving of notices), and Arch does not know of any occurrence or any event which (with notice or the lapse of time or both) would constitute such a breach or default or permit termination, modification or acceleration under the policy, except for such breaches or defaults which, individually or in the aggregate, would not have an Arch Material Adverse Effect.

Section 3.11 Intellectual Property. Except as would not, individually or in the aggregate, have an Arch Material Adverse Effect, (i) Arch and its Subsidiaries own or possess adequate licenses or other valid rights to use all patents, patent applications, patent rights, trademarks, trademark registrations, trademark rights, trade names, trade dress, trade name rights, copyrights and copyright registrations and applications, copyright rights, service marks, service mark registrations, trade secrets, applications for trademarks and for service marks, know-how, other intellectual property rights and other proprietary rights and information used or held for use in connection with the respective businesses of Arch and its Subsidiaries as currently conducted (collectively, the "Arch IP"), free and clear of all liens, and (ii) Arch is unaware of any assertion or claim challenging the ownership, use or validity of any of the foregoing. As of

the date of this Agreement. Section 3.11 of the Arch Disclosure Schedule contains a complete list of all material Arch IP owned by Arch and its Subsidiaries that has been registered or with respect to which an application for registration or patent application has been filed. The written agreements pursuant to which any Arch IP has been licensed to Arch or any of its Subsidiaries, are valid and binding obligations of Arch or such Subsidiary and, to the knowledge of Arch, each other party thereto, enforceable in accordance with their terms, and there are no material breaches or defaults thereunder. To the knowledge of Arch, the conduct of the respective businesses of Arch and its Subsidiaries as currently conducted does not infringe upon any patents, patent applications, patent rights, trademarks, trademark registrations, trademark rights, trade names, trade dress, trade name rights, copyrights and copyright registrations and applications, copyright rights, service marks, service mark registrations, trade secrets, applications for trademarks and for service marks, know-how, other intellectual property rights or other proprietary rights or information of any third party that would have, individually or in the aggregate, an Arch Material Adverse Effect. To the knowledge of Arch, there are no infringements of any proprietary rights owned by or licensed by or to Arch or any Subsidiary of Arch, except as would not have an Arch Material Adverse Effect.

Section 3.12 Taxes. Except for such matters that would not have, individually or in the aggregate, an Arch Material Adverse Effect, (i) Arch and each of its Subsidiaries has timely filed or shall timely file all returns and reports required to be filed by it with any taxing authority, taking into account any extension of time to file granted to or obtained on behalf of Arch and its Subsidiaries, (ii) all taxes shown to be payable on such returns or reports have been or will be paid, (iii) as of the date hereof, no deficiencies for any amount of tax have been asserted or assessed by any taxing authority against Arch or any Subsidiary of Arch that are not adequately reserved for, and (iv) the Arch Financial Statements reflect an adequate reserve in accordance with GAAP for all accrued taxes not yet payable by Arch and its Subsidiaries for all taxable periods and portions thereof through the date of such financial statements.

Section 3.13 Interested Party Transactions Since December 31, 2002, no executive officer, director or stockholder of Arch or any of its Subsidiaries has engaged in any business dealings with Arch or any of its Subsidiaries (other than any such business dealings that would not be required to be disclosed in a proxy statement satisfying the requirements of Regulation 14A promulgated under the Exchange Act if filed on the date hereof).

Section 3.14 Absence of Undisclosed Liabilities. Neither Arch nor any of its Subsidiaries has as of the date hereof any liabilities or obligations (whether absolute, accrued, contingent or otherwise) of any nature, except liabilities, obligations or contingencies (a) which are adequately accrued or reserved against in the Arch Financial Statements or reflected in the notes thereto, (b) which were incurred in the ordinary course of business and consistent with past practices since December 31, 2003, (c) which would not, individually or in the aggregate, have an Arch Material Adverse Effect or (d) which are of a nature not required to be reflected in the consolidated financial statements of Arch and its Subsidiaries, including the notes thereto, prepared in accordance with GAAP consistently applied.

Section 3.15 Absence of Certain Changes. Except as contemplated by this Agreement, since December 31, 2003, (a) Arch and each of its Subsidiaries has conducted its business in all material respects in the ordinary course consistent with past practices, (b) there

has not been any change or development, or combination of changes or developments that, individually or in the aggregate, would have an Arch Material Adverse Effect, (c) there has not been any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of Arch or any of its Subsidiaries, or any repurchase, redemption or other acquisition by Arch or any of its Subsidiaries of any outstanding shares of capital stock or other securities of, or other ownership interests in, Arch or any such Subsidiary, (d) there has not been any amendment of any term of any outstanding security of Arch or any of its Subsidiaries, (e) there has not been any change in any method of accounting or accounting practice by Arch or any of its Subsidiaries, except for any such change required by reason of a concurrent change in GAAP and (f) there has not been any negotiation or agreement by Arch to do any of such things (other than as relate to the Transactions).

Section 3.16 Registration Statement and Proxy Statement. None of the information to be supplied by Arch for inclusion in (i) the Registration Statement on Form S-4 to be filed under the Securities Act with the SEC in connection with the Merger for the purpose of registering the shares of Parent Common Stock to be issued in the Merger (the "Registration Statement") or (ii) the proxy statement and prospectus conforming to the prospectus forming part of the Registration Statement to be distributed in connection with Arch's and Metrocall's meetings of their respective stockholders to vote upon this Agreement and the Transactions and any amendments thereof or supplements thereto (together, the "Joint Proxy Statement/Prospectus"), will, in the case of the Joint Proxy Statement/Prospectus, at the time of the mailing of the Joint Proxy Statement/Prospectus and at the time of the meetings of stockholders of Metrocall and Arch to be held in connection with the Transactions, or, in the case of the Registration Statement, as amended or supplemented, at the time it becomes effective and at the time of such meetings of the stockholders of Metrocall and Arch, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they are made, not misleading. The Joint Proxy Statement/Prospectus will, as of its mailing date, comply as to form in all material respects with all applicable laws, including the provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by Arch with respect to information supplied by Metrocall or the stockholders of Metrocall for inclusion in the Joint Proxy Statement/Prospectus.

Section 3.17 Reorganization. None of Arch or its Subsidiaries has willfully taken or agreed to take, nor does it intend to take, any action that would prevent the Merger from qualifying as an exchange described in Section 351 of the Code.

Section 3.18 Board Approval. The Arch Board has (a) declared the advisability of and approved this Agreement and the Merger, (b) determined that the Merger is in the best interests of the stockholders of Arch and is on terms that are fair to such stockholders and (c) recommended that the stockholders of Arch adopt and approve this Agreement and the Merger.

Section 3.19 Brokers and Finders. Arch has not entered into any contract, arrangement or understanding with any Person or firm which may result in the obligation of Arch or Parent to pay any finder's fees, brokerage or agent commissions or other like payments in connection with the Transactions, except Bear, Stearns & Co. Inc. ("Arch Financial Advisor") and Berenson & Company, whose fees and expenses will be paid by Arch in accordance with

Arch's respective agreements with Arch Financial Advisor and Berenson & Company, based upon arrangements made by or on behalf of Arch and previously disclosed to Metrocall.

Section 3.20 Opinion of Financial Advisor. Arch Financial Advisor has rendered an opinion to the Arch Board to the effect that, as of the date hereof, the Merger Consideration is fair to the holders of Arch Common Stock from a financial point of view; it being understood and acknowledged by Arch that such opinion has been rendered for the benefit of the Arch Board and is not intended to, and may not, be relied upon by Metrocall, its affiliates or their respective Subsidiaries. Arch Financial Advisor has authorized the inclusion of its opinion in the Joint Proxy Statement/Prospectus.

Section 3.21 Hazardous Substances and Hazardous Waste.

To the knowledge of Arch:

(a) Except as would not have an Arch Material Adverse Effect, (i) there is not now, nor has there ever been, any disposal, Release (as defined below) or threatened Release of Hazardous Material (as defined below) on, from or under properties now or ever owned or leased by or to Arch or its Subsidiaries (the "Arch Properties"), (ii) there has not been generated by or on behalf of Arch or its Subsidiaries any Hazardous Material; and (iii) no material Hazardous Material has been disposed of or allowed to be disposed of by Arch or its Subsidiaries, by any other party, on or off any of the Arch Properties during the period that Arch or its Subsidiaries owned or leased the property which may give rise under applicable Environmental Law (as defined below) to a clean-up responsibility, personal injury liability or property damage claim against Arch or its Subsidiaries or Arch or its Subsidiaries being named a responsible party for any such clean-up costs, personal injuries or property damage or create any cause of action by any third party against Arch.

(b) (i) None of Arch's or its Subsidiaries' operations at the Arch Properties are (or, with respect to past Arch Properties and Arch Properties of former Subsidiaries, were at the time of disposition) in violation in any material respect of any Environmental Law (with respect to past Arch Properties and Arch Properties of former Subsidiaries, Environmental Laws in effect at the time of disposition); (ii) Arch and its Subsidiaries have obtained and are in all material respects in compliance with all necessary permits or authorizations that are required under Environmental Laws to operate their facilities, assets and businesses; (iii) no Environmental Claims (as defined below) have been asserted against Arch or its Subsidiaries or any predecessor in interest, nor does Arch have knowledge or notice of any threatened in writing or pending Environmental Claim against Arch or any of its Subsidiaries or any predecessor in interest which is reasonably likely to result in Environmental Liabilities (as defined below) that, individually or in the aggregate, would have an Arch Material Adverse Effect; and (iv) no Environmental Claim has been asserted against any facilities that may have received Hazardous Materials generated by Arch or any of its Subsidiaries or any predecessor in interest which is reasonably likely to result in Environmental Liabilities that, individually or in the aggregate, would have an Arch Material Adverse Effect.

(c) Arch has delivered to Metrocall true and complete copies of all material environmental reports, studies, investigations or correspondence regarding any

Environmental Liabilities of Arch or any environmental conditions at any of the Arch Properties which are in possession of Arch or its agents.

(d) For purposes of this Agreement:

(i) "Environmental Claims" refers to any complaint, summons, citation, directive, order, claim, litigation, investigation, notice of violation, judicial or administrative proceeding, judgment or written communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws or Releases of Hazardous Materials from or onto (i) any assets, properties or businesses of a Company or its Subsidiaries or any predecessor in interest or (ii) any facilities which received Hazardous Materials generated by a Company or its Subsidiaries or any predecessor in interest.

(ii) "Environmental Laws" includes the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 et seq., as amended; the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. 655 et seq., and any other federal, state, local or municipal laws, statutes, regulations, rules or ordinances imposing liability or establishing standards of conduct for protection of the environment.

(iii) "Environmental Liabilities" means any monetary obligations, losses, liabilities (including strict liability), damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable out-of-pocket fees, disbursements and expenses of counsel, out-of-pocket expert and consulting fees and out-of-pocket costs for environmental site assessments, remedial investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any Environmental Claim filed by any governmental authority or any third party which relate to any violations of Environmental Laws, Remedial Actions, Releases or threatened Releases of Hazardous Materials from or onto (i) any property presently or formerly owned by a Company or any of its Subsidiaries or a predecessor in interest, or (ii) any facility which received Hazardous Materials generated by a Company or any of its Subsidiaries or a predecessor in interest.

(iv) "Hazardous Material" includes, without regard to amount and/or concentration (a) any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substances, extremely hazardous substance or chemical, hazardous waste, medical waste, biohazardous or infectious waste, special waste, or solid waste under Environmental Laws; (b) petroleum, petroleum-based or petroleum-derived products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic including but not limited to corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials, and (e) asbestos-containing materials and manufactured products containing Hazardous Materials.

(v) "Release" means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing of

Hazardous Materials (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) into the environment.

(vi) "Remedial Action" means all actions taken to (i) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment, (ii) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (iii) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (iv) any other actions defined by 42 U.S.C. 9601.

Section 3.22 Compliance with Laws.

Neither Arch nor any of its Subsidiaries is in violation of, or has violated or, to the knowledge of Arch, received written notice of any violation of, any applicable provisions of any laws, statutes, ordinances, regulations, judgments, injunctions, orders or consent decrees, except for any such violations that, individually or in the aggregate, would not have an Arch Material Adverse Effect. To the knowledge of Arch, no investigation, proceeding, action or review relating to Arch or any of its Subsidiaries by any governmental entity is pending or threatened in writing, other than, in each case, those the outcome of which would not, individually or in the aggregate, have an Arch Material Adverse Effect.

Section 3.23 Permits and Licenses.

(a) Arch or its appropriate Subsidiaries hold all material approvals, licenses, permits, registrations and similar type authorizations necessary for the lawful ownership, lease, operation, use or maintenance of its properties and the lawful conduct of its business as now conducted, including, without limitation, those issued under or pursuant to the Communications Act, the FCC Regulations and the Telecommunications Laws (collectively, the "Arch Permits"). All Arch Permits are validly issued and in full force and effect, except as would not, individually or in the aggregate, have an Arch Material Adverse Effect. Each of Arch and its Subsidiaries is in compliance in all respects with the terms and conditions of each Arch Permit, except where the failure to be in compliance would not, individually or in the aggregate, have an Arch Material Adverse Effect. There is not pending, or to the knowledge of Arch, threatened, any action by or before any governmental or regulatory authority to revoke, suspend, cancel, rescind, or modify in any material respect any of the Arch Permits. Arch has timely made all regulatory filings required, and paid all fees, assessments and contribution requirements imposed, by any governmental authority, and all such filings and the calculation of such fees, are accurate in all material respects, except where the failure to make such filing or pay such fees or assessments would not, individually or in the aggregate, have an Arch Material Adverse Effect.

(b) Section 3.23(b) of the Arch Disclosure Schedule contains a true and complete list of all Arch Permits issued to Arch or any of its Subsidiaries by the FCC (the "Arch FCC Licenses") and all pending applications for Arch Permits that would be Arch FCC Licenses, if issued or granted. No such Arch FCC License is subject to any restriction or condition which would limit in any material respect the full operation of the business of Arch and its Subsidiaries as now operated, other than those restrictions or conditions routinely imposed in conjunction

with such FCC Licenses. The Arch FCC Licenses are in good standing, are in full force and effect in all material respects and are not materially impaired by any act or omission of Arch, its Subsidiaries, or any of their respective officers, directors, or employees.

Section 3.24 Real Property.

(a) Section 3.24(a) of the Arch Disclosure Schedule sets forth a list of the addresses of all real property owned by Arch or any of its Subsidiaries (the "Arch Owned Real Property"). Either Arch or its Subsidiaries, as applicable, has good and marketable fee title to each of the Arch Owned Real Property, except for defects in title, easements, restrictive covenants and similar encumbrances or impediments that, in the aggregate, do not materially interfere with the ability of Arch and its Subsidiaries to conduct their business, taken as a whole, as currently conducted. There is no pending or, to the knowledge of Arch, threatened condemnation or eminent domain proceeding with respect to any Arch Owned Real Property. All of the buildings, fixtures and other improvements located on the Arch Owned Real Property are in good operating condition and repair in all material respects.

(b) Section 3.24(b) of the Arch Disclosure Schedule sets forth a list of all leases and similar agreements (the "Arch Leases") for real property leased, subleased or licensed by Arch or any of its Subsidiaries (the "Arch Leased Real Property") and the location of the premises subject to the Arch Leases, except such Arch Leases the absence of which, individually or in the aggregate, would not materially interfere with the ability of Arch and its Subsidiaries to conduct their business, taken as a whole, as currently conducted. Neither Arch nor any of its Subsidiaries nor, to the knowledge of Arch, any other party to any Arch Lease, is in material default under any Arch Lease. Each Arch Lease is valid and binding against Arch or any of its Subsidiaries party thereto and, to the knowledge of Arch, each other party thereto, and in full force and effect, and all base rent payable by Arch or any of its Subsidiaries, as tenant thereunder, is current. Arch or one of its Subsidiaries has a valid leasehold interest in and the right to use or occupy each such parcel of real property leased by it, free and clear of all liens, except for any of the following: (i) liens for taxes, assessments or governmental charges or levies (A) not yet due or (B) delinquent and being diligently contested in good faith; (ii) statutory liens of carriers, warehousemen, mechanics, materialmen and the like arising in the ordinary course of business and for obligations not yet due and payable; (iii) easements, restrictive covenants, rights of way and other similar imperfections of title that do not materially adversely affect the use of the property as presently used; (iv) zoning, building and other similar restrictions that do not materially adversely affect the use of the property as presently used; (v) temporary security interests in favor of suppliers of goods for which payment has not yet been made in the ordinary course of business consistent with past practice; (vi) liens on the interests of lessors (but not Arch or any of its Subsidiaries as tenant or lessee); (vii) liens listed in Section 3.24(b) of the Arch Disclosure Schedule and (viii) other liens or encumbrances that would not, individually or in the aggregate, reasonably be expected to materially affect the use of such property subject thereto or affected thereby or otherwise materially impair business operations at such property.

Section 3.25 State Takeover Statutes.

The Arch Board has approved the execution of this Agreement and the Ancillary Agreements to which Arch is or will be a party and authorized and approved the Merger prior to the execution by Arch of this Agreement and such Ancillary Agreements and, to the knowledge of Arch, the restrictions on business combinations contained in Section 203 of the DGCL will not apply to this Agreement, the Ancillary Agreements, the Transactions or the transactions contemplated by the Ancillary Agreements. The Arch Board has taken all such action required to be taken by it to provide that this Agreement, the Ancillary Agreements, the Transactions and the transactions contemplated by the Ancillary Agreements shall be exempt from the restrictions on business combinations contained in any "moratorium," "control share," "fair price" or other anti-takeover laws or regulations of any state (including Section 203 of the DGCL)

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF METROCALL

Except as disclosed in the Metrocall SEC Reports (as defined in "Section 4.5) or as set forth in the disclosure schedule delivered by Metrocall to Arch prior to the execution of this Agreement (the "Metrocall Disclosure Schedule" and, together with the Metrocall Disclosure Schedule, the "Disclosure Schedules"), Metrocall represents and warrants to Arch that:

Section 4.1 Organization and Qualification. Metrocall is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted. Metrocall is qualified to do business and is in good standing in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified and in good standing would not, when taken together with all other such failures, have a Metrocall Material Adverse Effect (as defined below). True, accurate and complete copies of Metrocall's certificate of incorporation, as amended (the "Metrocall Certificate of Incorporation") and bylaws, as amended (the "Metrocall Bylaws"), in each case as in effect the date hereof, including all amendments thereto, have been delivered to Arch. Metrocall is not in default in any respect in the performance, observation or fulfillment of any provision of the Metrocall Certificate of Incorporation or Metrocall Bylaws. For purposes of this Agreement, "Metrocall Material Adverse Effect" means any event, development, change or effect that, individually or when taken together with all other such events, developments, changes or effects, (x) is or would reasonably be expected to be materially adverse to the business, operations, condition (financial or otherwise), assets or liabilities of Metrocall and its Subsidiaries (as defined in Section 3.3), taken as a whole or (y) prevents Metrocall from complying with its obligations under this Agreement; provided, that none of the following shall be taken into account in determining whether there has been or is a Metrocall Material Adverse Effect: (i) any change in the market price or trading volume of Metrocall Common Stock; (ii) any failure by Metrocall to meet internal projections or forecasts or published revenue or earnings predictions; or (iii) any adverse change or effect (including any litigation, loss of employees, cancellation of or delay in customer orders, reduction in revenues or income or disruption of business relationships) arising from or attributable or relating to (1) the announcement or pendency of the Transactions, (2) conditions generally affecting the industry or industry sector in which Metrocall or any of its Subsidiaries participates, the U.S. economy as a whole or any foreign economy in any location where Metrocall or any of its Subsidiaries has

material operations or sales (which changes in each case do not disproportionately and adversely affect Metrocall or its Subsidiaries in any material respect), (3) legal, accounting, investment banking or other fees or expenses incurred solely in connection with the Transactions, (4) the payment of any amounts due to, or the provision of any other benefits to, any officers or employees under the terms of employment contracts, non-competition agreements, employee benefit plans, severance arrangements or other arrangements in each case that are in existence as of the date of this Agreement and, on or prior to the date of this Agreement, were made available or disclosed to Arch, (5) compliance with the terms of, or the taking of any action required by, this Agreement, (6) the taking of any action expressly approved or consented to by Arch, (7) any change in accounting requirements or principles or any change in generally applicable laws or the interpretation thereof, or (8) any action required to be taken under generally applicable laws or agreements.

Section 4.2 Capitalization. (a) The authorized capital stock of Metrocall consists of 7,500,000 shares of Metrocall Common Stock, and 8,500,000 shares of Series A Preferred Stock, par value \$0.01 per share ("Metrocall Preferred Stock"). As of the date hereof, (i) 5,462,285 shares of Metrocall Common Stock were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (ii) 2,402,776 shares of Metrocall Preferred Stock were issued and outstanding, all of which were validly issued and fully paid, nonassessable and free of preemptive rights, (iii) 404,000 shares of Metrocall Common Stock were reserved for issuance upon exercise of options issued and outstanding pursuant to the Metrocall 2003 Stock Option Plan (the "Metrocall Option Plan"), (iv) 125,000 shares of Metrocall Common Stock were reserved for issuance upon exercise of outstanding warrants and options issued other than under the Metrocall Option Plan, and (v) 38,840 shares of Metrocall Common Stock and 6,170 shares of Metrocall Preferred Stock were reserved for issuance under the Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated June 18, 2002 (the "Metrocall Plan of Reorganization"), to satisfy certain unpaid claims in connection with Metrocall's emergence from Chapter 11 bankruptcy proceedings on October 8, 2002 (the shares of Metrocall Common Stock referred to in the foregoing clauses (i) - (v), collectively, the "Metrocall Fully Diluted Shares"). Metrocall has filed with the SEC or previously made available to Arch (i) a complete and correct copy of the Metrocall Option Plan, (ii) a complete and correct list setting forth the weighted average exercise price for all options outstanding as of the date hereof and (iii) complete and correct copies of the relevant written agreements, including amendments thereto, evidencing the grant of such options.

(b) Except as set forth in subsection (a) above or as otherwise contemplated by this Agreement, there are no outstanding subscriptions, options, calls, contracts, commitments, restrictions, arrangements, rights or warrants, including any right of conversion or exchange under any outstanding security, instrument or other agreement and also including any rights plan or other anti-takeover agreement, obligating Metrocall or any of its Subsidiaries to issue, deliver, sell, transfer, redeem, repurchase or otherwise acquire or cause to be issued, delivered, sold, transferred, redeemed, repurchased or otherwise acquired, any shares of the capital stock of Metrocall or obligating Metrocall or any of its Subsidiaries to grant, extend or enter into any such agreement or commitment. There are no voting trusts, proxies or other agreements or understandings to which Metrocall or any of its Subsidiaries is a party or is bound with respect to the voting of any shares of capital stock of Metrocall. The Metrocall Option Plan does not (i) prohibit the assumption of such Metrocall Option Plan (and the options granted

thereunder) by Parent and the substitution of Parent Common Stock as provided in Section 2.1(b) of this Agreement and does not require the consent or approval of the holders of the outstanding options under the Metrocall Option Plan, the stockholders of Metrocall, or any other Person in order to effect such assumption and substitution or (ii) require the acceleration of the exercise schedule or vesting provisions currently in effect for such options.

Section 4.3 Subsidiaries. (a) Identified in Section 4.3 of the Metrocall Disclosure Schedule is each direct and indirect Subsidiary of Metrocall. Other than such Subsidiaries, Metrocall does not, directly or indirectly, own any equity or similar interest in or any interest convertible, exchangeable or exercisable for, any equity or similar interest in, any corporation, partnership, limited liability company, joint venture or other entity. Each such Subsidiary (i) is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and has the requisite power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted; and (ii) is qualified to do business, and is in good standing, in each jurisdiction in which the properties owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except in all cases where the failure to be so qualified and in good standing would not, when taken together with all such other failures, result in a Metrocall Material Adverse Effect. All of the outstanding shares of capital stock or other equity interests of each Subsidiary of Metrocall are validly issued, fully paid, nonassessable and free of preemptive rights, and are owned directly or indirectly by Metrocall, free and clear of any liens, claims or encumbrances. There are no subscriptions, options, warrants, rights, calls, contracts, voting trusts, proxies or other commitments, understandings, restrictions or arrangements relating to the issuance, sale, voting, transfer, ownership or other rights with respect to any shares of capital stock or other equity interests of any Subsidiary of Metrocall, including any right of conversion or exchange under any outstanding security, instrument or agreement. Metrocall has neither agreed nor is obligated to make nor be bound by any written, oral or other agreement, contract, subcontract, lease, binding understanding, instrument, note, option, warranty, purchase order, license, sublicense, insurance policy, benefit plan, commitment or understanding of any nature, as of the date hereof or as may hereinafter be in effect (other than as set forth in this Agreement) under which it may become obligated to make any future investment in, or capital contribution to, any other Person.

(b) The authorized capital stock of Parent consists of one hundred shares of common stock, par value \$.0001 per share, of which 100 shares are issued and outstanding, all of which issued and outstanding shares are held of record and beneficially by Metrocall. The authorized capital stock of each of Arch Acquiring Sub and Metrocall Acquiring Sub consists of one hundred shares of common stock, par value \$.01 per share, of which 100 shares are issued and outstanding, all of which issued and outstanding shares are held of record and beneficially by Parent. None of Parent, Arch Acquiring Sub or Metrocall Acquiring Sub has conducted any activities or incurred any liabilities other than in connection with its organization and the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby. Parent has no subsidiaries other than Arch Acquiring Sub and Metrocall Acquiring Sub, and neither Arch Acquiring Sub nor Metrocall Acquiring Sub has any subsidiaries.

Section 4.4 Authority; Non-Contravention; Approvals.

(a) Metrocall has full corporate power and authority to enter into this Agreement and the Ancillary Agreements to which Metrocall is or will be a party and, subject to the Metrocall Stockholders' Approval (as defined in Section 4.4(d)) and the Metrocall Required Statutory Approvals (as defined in Section 4.4(c)), to consummate the Transactions. This Agreement and the Ancillary Agreements to which Metrocall is or will be a party have been duly and validly approved by the Metrocall Board and no other corporate proceeding on the part of Metrocall is necessary to authorize the execution and delivery of this Agreement or such Ancillary Agreements and, except for the Metrocall Stockholders' Approval, the consummation by Metrocall of the Transactions. This Agreement and the Ancillary Agreements to which Metrocall is or will be a party have been duly executed and delivered by Metrocall and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitute valid and legally binding agreements of Metrocall, enforceable against it in accordance with their terms, except as such enforceability may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors and of general principles of equity.

(b) The execution and delivery of this Agreement and the Ancillary Agreements to which Metrocall is or will be a party by Metrocall do not, and the consummation of the Transactions will not, violate, conflict with or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate obligations of Metrocall under, or result in a right of any other Person to terminate or to accelerate obligations of Metrocall under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of Metrocall or any of its Subsidiaries under, or result in any penalty or modification or otherwise affect, any of the terms, conditions or provisions of, (i) the respective charters or by-laws of Metrocall or any of its Subsidiaries, (ii) other than as provided in Section 4.4(c), and subject to obtaining (prior to the Effective Time) the Metrocall Stockholder's Approval, any statute, law, ordinance, rule, regulation, judgment, decree, order, injunction, writ, permit or license of any court or governmental authority applicable to Metrocall or any of its Subsidiaries or any of their respective properties or assets or (iii) any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument, obligation or agreement of any kind to which Metrocall or any of its Subsidiaries is now a party or by which Metrocall or any of its Subsidiaries or any of their respective properties or assets may be bound or affected. Excluded from the foregoing sentences of this paragraph (b), insofar as they apply to the terms, conditions or provisions described in clauses (ii) and (iii) of the first sentence of this paragraph (b) (and whether resulting from such execution and delivery or consummation), are such violations, conflicts, breaches, defaults, terminations, accelerations or creations of liens, security interests, charges or encumbrances that would not, individually or in the aggregate, have a Metrocall Material Adverse Effect.

(c) Except for (i) the filing of the Registration Statement and Joint Proxy Statement/Prospectus with the SEC pursuant to the Exchange Act and the Securities Act, and the declaration of the effectiveness thereof by the SEC, (ii) the making of the Merger Filing, (iii) any required filings with or approvals from The Nasdaq SmallCap Market ("Nasdaq SmallCap"), (iv) all filings and approvals required to be made with or received from a governmental agency, and the termination or expiration of any waiting periods imposed, pursuant to the Antitrust Laws, (v) all filings and approvals required to be made with or received from the FCC pursuant to the

Communications Act, the FCC Regulations or the Telecommunications Laws, (vi) all filings and approvals required to be made or received in connection with any state securities or "blue sky" laws, and (vii) all other filings and approvals required to be made with or received from any local, state or Federal governmental authorities required for a change in ownership of transmission sites (the filings and approvals referred to in clauses (i) through (vii) are collectively referred to as the "Metrocall Required Statutory Approvals"), no declaration, filing or registration with, or notice to, or authorization, consent, waiver or approval of, any governmental or regulatory body or authority is necessary for the execution and delivery of this Agreement by Metrocall or the consummation by Metrocall of the Transactions, other than such declarations, filings, registrations, notices, authorizations, consents, waivers or approvals which, if not made or obtained, as the case may be, would not, individually or in the aggregate, have a Metrocall Material Adverse Effect.

(d) The only vote of the holders of any class or series of capital stock of Metrocall that will be necessary to consummate the Metrocall Merger and the other Transactions is the approval of this Agreement by the holders of a majority of the voting power of the outstanding shares of Arch Common Stock on the record date ("Metrocall Stockholders' Approval").

Section 4.5 Reports and Financial Statements. Since October 8, 2002, Metrocall has filed with the SEC all forms, statements, reports and documents (including all exhibits, post-effective amendments and supplements thereto) required to be filed by it under each of the Securities Act, the Exchange Act and the respective rules and regulations promulgated thereunder, each of which, as amended if applicable, complied when filed in all material respects with all applicable requirements of the Securities Act, the Exchange Act and the rules and regulations promulgated thereunder. Other than Parent, Arch Acquiring Sub and Metrocall Acquiring Sub with respect to the Transactions, no Subsidiary of Metrocall is required to file any form, report or other document with the SEC. Metrocall has previously made available to Arch, via its EDGAR filings where available, copies (including all exhibits, post-effective amendments and supplements thereto) of its (a) Annual Report on Form 10-K for the fiscal year ended December 31, 2003 (the "Metrocall 10-K") as filed with the SEC, (b) proxy and information statements relating to (i) all meetings of its stockholders (whether annual or special) and (ii) actions by written consent in lieu of a stockholders' meeting, in each case from October 8, 2002 until the date hereof, and (c) all other reports, including annual reports, quarterly reports, and registration statements filed by Metrocall with the SEC since October 8, 2002 (the documents referred to in clauses (a), (b) and (c) are collectively referred to as the "Metrocall SEC Reports"). As of their respective dates, the Metrocall SEC Reports did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The audited financial statements of Metrocall included in the Metrocall 10-K (collectively, the "Metrocall Financial Statements"), have been prepared from, and are in accordance with, the books and records of Metrocall and its Subsidiaries, comply in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except as may be indicated therein or in the notes thereto) and fairly present, in conformity with GAAP, the consolidated financial position of Metrocall and its Subsidiaries as of the dates thereof and the

consolidated results of their operations and cash flows and changes in financial position, if any for the periods then ended.

Section 4.6 Employee Benefit Plans; Labor Matters; No Parachute Payments.

(a) Section 4.6(a) of the Metrocall Disclosure Schedule lists all material employee benefit plans (as defined in Section 3(3) of ERISA) and all material bonus, stock option, stock purchase, stock appreciation rights, phantom stock, restricted stock, profit sharing, cash or stock based incentive, deferred compensation, retiree medical or life insurance, supplemental, retirement, severance, retention, employment, change in control, vacation, unemployment compensation, workers compensation or other benefit plans, programs or arrangements, whether legally enforceable or not and whether written or oral, to which Metrocall or any of its Subsidiaries is a party, with respect to which Metrocall or any of its Subsidiaries has any obligation or which are maintained, contributed to or sponsored by Metrocall or any of its Subsidiaries for the benefit of any current or former employee, officer or director of Metrocall or any of its Subsidiaries (collectively, the "Metrocall Benefit Plans"). With respect to each Metrocall Benefit Plan, Metrocall has delivered, or prior to Closing will deliver, or make available to Arch a true, complete and correct copy of (i) such Metrocall Benefit Plan and all amendments thereto and the most recent summary plan description related to such Metrocall Benefit Plan, if a summary plan description is required therefor, (ii) each trust agreement or other funding arrangement relating to such Metrocall Benefit Plan, (iii) the most recent annual report (Form 5500) filed with the IRS with respect to such Metrocall Benefit Plan, (iv) the most recent actuarial report or financial statement relating to such Metrocall Benefit Plan, (v) the most recent determination letter issued by the IRS with respect to such Metrocall Benefit Plan, if it is qualified under Section 401(a) of the Code, and (vi) a description setting forth the amount of any material liability of Metrocall or its Subsidiaries as of the Closing Date for payments more than 30 days past due. Neither Metrocall nor any of its Subsidiaries has any express or implied commitment, whether legally enforceable or not, (i) to create, incur liability with respect to or cause to exist any other employee benefit plan, program or arrangement, (ii) to enter into any contract or agreement to provide compensation or benefits to any individual or (iii) to modify, change or terminate any Metrocall Benefit Plan, other than with respect to a modification, change or termination required by ERISA, the Code or other applicable law.

(b) Neither Metrocall nor any ERISA Affiliate of Metrocall contributes to, has contributed to or is required to contribute to a Multiemployer Plan or a Multiple Employer Plan. Except (i) as required by Section 4980B of the Code or (ii) for benefits, the full cost of which is borne by the employee, former employee, retired employee or beneficiary, none of the Metrocall Benefit Plans provides for or promises retiree medical, disability or life insurance benefits to any current or former employee, officer or director of Metrocall or any of its Subsidiaries. Neither Metrocall nor any ERISA Affiliate of Metrocall has incurred any withdrawal liability with respect to a Multiemployer Plan under Title IV of ERISA and no event or condition has occurred which would be expected to cause Metrocall or any ERISA Affiliate of Metrocall to incur any such withdrawal liability.

(c) Except as would not, individually or in the aggregate, have a Metrocall Material Adverse Effect, (i) Metrocall and its Subsidiaries have complied, and are now in compliance, with all provisions of all laws and regulations applicable to Metrocall Benefit Plans

and each Metrocall Benefit Plan has been administered in all material respects in accordance with its terms, (ii) all contributions required to be made under the terms of any of the Metrocall Benefit Plans as of the date of this Agreement have been timely made or have been reflected on the most recent consolidated balance sheet filed or incorporated by reference in the Metrocall SEC Reports prior to the date of this Agreement, (iii) no event has occurred and, to the knowledge of Metrocall, there exists no condition or set of circumstances in connection with which Metrocall or any of its Subsidiaries could be subject to any liability under the terms of such Metrocall Benefit Plans, ERISA, the Code or any other applicable law (other than a claim for benefits in the ordinary course) and (iv) no legal action, proceeding, suit or claim is pending or, to the knowledge of Metrocall, threatened with respect to any Metrocall Benefit Plan or its assets (other than claims for benefits in the ordinary course).

(d) Except as would not have, individually or in the aggregate, a Metrocall Material Adverse Effect: (i) each Metrocall Benefit Plan which is intended to be qualified under Section 401(a) of the Code or Section 401(k) of the Code has received a favorable determination letter from the IRS through the Economic Growth and Tax Relief Reconciliation Act of 2001 that it is so qualified and each trust established in connection with any Metrocall Benefit Plan which is intended to be exempt from federal income taxation under Section 501(a) of the Code is so exempt, and no fact or event has occurred since the date of such determination letter from the IRS to adversely affect the qualified status of any such Metrocall Benefit Plan or the exempt status of any such trust; (ii) each trust maintained or contributed to by Metrocall or any of its Subsidiaries which is intended to be qualified as a voluntary employees' beneficiary association and which is intended to be exempt from federal income taxation under Section 501(c)(9) of the Code has received a favorable determination letter from the IRS that it is so qualified and so exempt, and no fact or event has occurred since the date of such determination by the IRS to adversely affect such qualified or exempt status; (iii) there has been no prohibited transaction (within the meaning of Section 406 of ERISA or Section 4975 of the Code) with respect to any Metrocall Benefit Plan; (iv) neither Metrocall nor any of its Subsidiaries has incurred any liability for any penalty or tax arising under Section 4972, 4980, 4980B or 6652 of the Code or any liability under Section 502 of ERISA, and, to the knowledge of Metrocall, no fact or event exists which could give rise to any such liability; (v) no complete or partial termination has occurred within the five years preceding the date hereof with respect to any Metrocall Benefit Plan; and (vi) no Metrocall Benefit Plan is subject to Title IV of ERISA.

(e) Neither Metrocall nor any of its Subsidiaries maintains or is required to contribute to any plan, fund or similar program established or maintained by Metrocall or any of its Subsidiaries outside the United States of America primarily for the benefit of employees of Metrocall or any of its Subsidiaries residing outside the United States of America, which fund or similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and which plan is not subject to ERISA or the Code to which Metrocall or any of its Subsidiaries would have any liability.

(f) Any terminated benefit plan maintained, contributed to or sponsored by Metrocall or any of its Subsidiaries has been terminated in accordance with applicable laws, including ERISA, and all benefits under any such terminated benefit plan have been made in accordance with the terms of such benefit plan.

(g) Neither Metrocall nor any of its Subsidiaries is a party to or otherwise bound by any collective bargaining or other labor union contract applicable to Persons employed by Metrocall or any of its Subsidiaries and no collective bargaining agreement is being negotiated by Metrocall or any of its Subsidiaries. As of the date of this Agreement, there is no union currently certified and no union representation question or any organizational activity threatened with respect to Metrocall or any of its Subsidiaries. As of the date of this Agreement, there is no labor dispute, strike, walkout, lockout or work stoppage or slowdown against Metrocall or any of its Subsidiaries pending or, to the knowledge of Metrocall, threatened which may interfere with the respective business activities of Metrocall and its Subsidiaries, except where such dispute, strike or work stoppage would not, individually or in the aggregate, have a Metrocall Material Adverse Effect. As of the date of this Agreement, to the knowledge of Metrocall, there is no charge or complaint against Metrocall or any of its Subsidiaries pending before the National Labor Relations Board or any comparable governmental authority pending or threatened in writing, except where such unfair labor practices, charges or complaints would not, individually or in the aggregate, have a Metrocall Material Adverse Effect. There is no suit, claim, action, proceeding or, to the knowledge of Metrocall, threatened against Metrocall, any of its Subsidiaries, any directors, officers, fiduciaries or service providers of Metrocall or between Metrocall or any of its Subsidiaries any employee, former employee, or representative of current or former employees, that would be expected to have a Metrocall Material Adverse Effect.

(h) Metrocall has delivered or made available to Arch true, complete and correct copies of (i) all employment agreements with officers and employees of Metrocall and each of its Subsidiaries with annual compensation in excess of \$100,000 (including written summaries of oral agreements with respect to (x) increases in compensation, (y) severance or (z) other restrictions on the at-will status of any employment arrangement) and all consulting agreements of Metrocall and each of its Subsidiaries providing for annual compensation in excess of \$100,000, (ii) all severance plans, agreements, programs and policies of Metrocall and each of its Subsidiaries with or relating to their respective employees or consultants, and (iii) all plans, programs, agreements and other arrangements of Metrocall and each of its Subsidiaries with or relating to their respective employees or consultants which contain "change of control" provisions.

(i) No current or former employee, officer or director of Metrocall or its Subsidiaries will be entitled to any additional benefits or any acceleration of the time of payment or vesting of any benefits under any Metrocall Benefit Plan, policy, arrangement, agreement, trust or loan as a result of the Transactions. No amount payable, or economic benefit provided, by Metrocall or its Subsidiaries (including any acceleration of the time of payment or vesting of any benefit) could be considered an "excess parachute payment" under Section 280G of the Code. No Person is entitled to receive any additional payment from Metrocall or its Subsidiaries or any other Person in the event that the excise tax of Section 4999 of the Code is imposed on such Person.

(j) Neither the Metrocall nor any of its Subsidiaries has effectuated (i) a "plant closing" (as defined in the WARN Act) affecting any site of employment or one or more facilities or operating units within any site of employment of Metrocall or any of its Subsidiaries; or (ii) a "mass layoff" (as defined in the WARN Act) affecting any site of employment or facility of Metrocall or any of its Subsidiaries; nor has Metrocall and/or any of its Subsidiaries been

engaged in layoffs or employment terminations sufficient in number to trigger application of any similar state or local law; and none of the affected employees has suffered an "employment loss" (as defined in the WARN Act) since ninety days prior to the date hereof. Neither Metrocalt nor any of its subsidiaries has incurred any material liability under the WARN Act or similar state laws which remain unpaid or unsatisfied.

- (k) Except as would not have, individually or in the aggregate, a Metrocalt Material Adverse Effect, (i) Metrocalt and its subsidiaries are in compliance with the terms and provisions of the Immigration Reform and Control Act of 1986, as amended, and all related regulations promulgated thereunder; (ii) Metrocalt and its subsidiaries are in compliance with all laws governing federal, state, and local laws relating to wages, hours, collective bargaining, discrimination, retaliation, civil rights, safety and health, workers' compensation and the collection and payment of withholding and/or Social Security taxes and similar taxes; (iii) no employee or independent contractor has filed a complaint for which Metrocalt has received notice and Metrocalt has not conducted any internal investigation regarding conduct that may constitute a violation of any federal, state or local law governing employment; (iv) since December 31, 2003, to the knowledge of Metrocalt as of the date hereof, no officer, manager or other key employee of Metrocalt or any of its subsidiaries has received, and no officer has given, notice to terminate his employment; (v) there are no officers or employees of Metrocalt or any of its subsidiaries who are on secondment, materially leave or absent on grounds of disability, military or other leave of absence (other than normal holidays or absence due to illness); (vi) Metrocalt and its subsidiaries have complied with their obligations to inform and consult with trade unions and other representatives of workers and to send notices and other relevant governmental officials; (vii) Metrocalt and its subsidiaries have maintained adequate and suitable records regarding the service of their directors, officers and employees and such records comply with requirements of data protection legislation regarding the processing and storage of personal data on individuals; (viii) there are no occupational health and safety claims against Metrocalt or any of its subsidiaries; and (ix) there are no complaints, charges, or claims against Metrocalt or any of its subsidiaries or Metrocalt's knowledge, threatened in writing to be brought or filed, and with any authority or arbitrator based on, arising out of, in connection with, or otherwise relating to the employment or termination of employment of any individual by Metrocalt or any of its subsidiaries.
- (l) All salaries and wages and other benefits, bonuses and commissions of all directors, officers or employees of Metrocalt and its subsidiaries have, to the knowledge of Metrocalt, to the extent due, been paid or discharged in full, including, but not limited to, all payments due for calendar year 2003 bonuses.
- (m) Neither Metrocalt nor any of its subsidiaries has extended a loan to any employee for which amounts are outstanding, except for advances in respect of travel and entertainment expenses in the ordinary course of business. Since December 31, 2003, no such loans have been forgiven.
- (n) No Metrocalt Benefit Plan is, or within the last three (3) years has been, the subject of examination or audit by any governmental entity or agency.

Section 4.7 Certain Tax Matters. Neither Metrocall nor, to the knowledge of Metrocall, any of its affiliates has taken, or agreed to take, or intends to take, any action that would reasonably be expected to prevent the Merger from qualifying as a transfer by the holders of Metrocall Common Stock and Arch Common Stock of all such shares of such stock (other than Appraisal Shares and shares of such stock held by either Metrocall or Arch) to Parent in exchange for all the issued and outstanding shares of Parent Common Stock and, in the case of holders of Metrocall Common Stock, cash, which shares of such stock shall be the only shares of such stock issued and outstanding on the Closing Date, all in accordance with and governed by Section 351 of the Code. Metrocall is not aware of any agreement, plan or other circumstances that would reasonably be expected to prevent the Merger from qualifying as an exchange described in Section 351 of the Code.

Section 4.8 Contracts; Debt Instruments. There is no loan or credit agreement, note, bond, mortgage, indenture or lease, or any other contract, license, or agreement to which either Metrocall or any of its respective Subsidiaries is a party or by which any of them or any of their respective properties or assets is bound that is material to the business, financial condition or results of operations of Metrocall and its Subsidiaries taken as a whole (collectively, the "Metrocall Material Contracts") that has not been disclosed in the Metrocall SEC Reports. All Metrocall Material Contracts are in full force and effect and are the valid and legally binding obligations of the parties thereto and are enforceable in accordance with their respective terms. Neither Metrocall nor any Subsidiary of Metrocall nor, to the knowledge of Metrocall, any other party to any Metrocall Material Contract, is in violation of or in default under (nor does there exist any condition which with the passage of time or the giving of notice would reasonably be expected to cause such a violation of or default under) any Metrocall Material Contract, except for violations or defaults that would not have, individually or in the aggregate, a Metrocall Material Adverse Effect. No party to any Metrocall Material Contract has given notice of any action to terminate, cancel, rescind or procure a judicial reformation thereof, other than notices of matters which have been resolved in a manner not materially adverse to Metrocall. Set forth in Section 4.8 of the Metrocall Disclosure Schedule is a description of any material changes to the amount and terms of the indebtedness of Metrocall and its Subsidiaries as described in the notes to the Metrocall Financial Statements.

Section 4.9 Litigation. There is no suit, claim, charge, action, proceeding, arbitration or investigation pending or, to the knowledge of Metrocall, threatened against Metrocall or any Subsidiary of Metrocall or any of their respective officers or directors in their capacity as such before any governmental authority that (i) individually (or together with any series of suits, claims, charges, actions, proceedings, arbitrations or investigations arising from substantially similar facts) would reasonably be expected to result in liability to Metrocall and its Subsidiaries, collectively, of more than \$100,000 or materially delay the Closing or (ii) would have, individually or in the aggregate, a Metrocall Material Adverse Effect, and, to the knowledge of Metrocall, there are no existing facts or circumstances that would reasonably be expected to result in such a suit, claim, charge, action, proceeding, arbitration or investigation. Metrocall is not aware of any facts or circumstances which would reasonably be expected to result in the denial of insurance coverage under policies issued to Metrocall and its Subsidiaries in respect of such suits, claims, charges, actions, proceedings, arbitrations and investigations for which Metrocall has a reasonable expectation of obtaining insurance coverage, except in any case as would not have, individually or in the aggregate, a Metrocall Material Adverse Effect.

Neither Metrocall nor any Subsidiary of Metrocall is subject to any outstanding order, writ, injunction or decree which would have, individually or in the aggregate, a Metrocall Material Adverse Effect.

Section 4.10 Insurance. All material insurance policies of Metrocall and its Subsidiaries, including those policies set forth in Section 4.10 of the Metrocall Disclosure Schedule, are in full force and effect. Neither Metrocall nor any of its Subsidiaries is in breach or default thereunder (including with respect to the payment of premiums or the giving of notices), and Metrocall does not know of any occurrence or any event which (with notice or the lapse of time or both) would constitute such a breach or default or permit termination, modification or acceleration under the policy, except for such breaches or defaults which, individually or in the aggregate, would not have a Metrocall Material Adverse Effect.

Section 4.11 Intellectual Property. Except as would not, individually or in the aggregate have a Metrocall Material Adverse Effect (i) Metrocall and its Subsidiaries own or possess adequate licenses or other valid rights to use all patents, patent applications, patent rights, trademarks, trademark registrations, trademark rights, trade names, trade dress, trade name rights, copyrights and copyright registrations and applications, copyright rights, service marks, service mark registrations, trade secrets, applications for trademarks and for service marks, know-how, other intellectual property rights and other proprietary rights and information used or held for use in connection with the respective businesses of Metrocall and its Subsidiaries as currently conducted (collectively, the "Metrocall IP"), free and clear of all liens, and (ii) Metrocall is unaware of any assertion or claim challenging the ownership, use or validity of any of the foregoing. As of the date of this Agreement, Section 4.11 of the Metrocall Disclosure Schedule contains a complete list of all material Metrocall IP owned by Metrocall and its Subsidiaries that has been registered or with respect to which an application for registration or patent application has been filed. The written agreements pursuant to which any Metrocall IP has been licensed to Metrocall or any of its Subsidiaries, are valid and binding obligations of Metrocall or such Subsidiary and, to the knowledge of Metrocall, each other party thereto, enforceable in accordance with their terms, and there are no material breaches or defaults thereunder. To the knowledge of Metrocall, the conduct of the respective businesses of Metrocall and its Subsidiaries as currently conducted does not infringe upon any patents, patent applications, patent rights, trademarks, trademark registrations, trademark rights, trade names, trade dress, trade name rights, copyrights and copyright registrations and applications, copyright rights, service marks, service mark registrations, trade secrets, applications for trademarks and for service marks, know-how, other intellectual property rights or other proprietary rights or information of any third party that would have, individually or in the aggregate, a Metrocall Material Adverse Effect. To the knowledge of Metrocall, there are no infringements of any proprietary rights owned by or licensed by or to Metrocall or any Subsidiary of Metrocall, except as would not have an Arch Material Adverse Effect

Section 4.12 Taxes. Except for such matters that would not have, individually or in the aggregate, a Metrocall Material Adverse Effect, (i) Metrocall and each of its Subsidiaries has timely filed or shall timely file all returns and reports required to be filed by it with any taxing authority, taking into account any extension of time to file granted to or obtained on behalf of Metrocall and its Subsidiaries, (ii) all taxes shown to be payable on such returns or reports have been or will be paid, (iii) as of the date hereof, no deficiencies for any amount of tax

have been asserted or assessed by any taxing authority against Metrocall or any Subsidiary of Metrocall that are not adequately reserved for, and (iv) the Metrocall Financial Statements reflect an adequate reserve in accordance with GAAP for all accrued taxes not yet payable by Metrocall and its Subsidiaries for all taxable periods and portions thereof through the date of such financial statements.

Section 4.13 Interested Party Transactions. Since December 31, 2002, no executive officer, director or stockholder of Metrocall or any of its Subsidiaries has engaged in any business dealings with Metrocall or any of its Subsidiaries (other than any such business dealings that would not be required to be disclosed in a proxy statement satisfying the requirements of Regulation 14A promulgated under the Exchange Act if filed on the date hereof).

Section 4.14 Absence of Undisclosed Liabilities. Neither Metrocall nor any of its Subsidiaries has as of the date hereof any liabilities or obligations (whether absolute, accrued, contingent or otherwise) of any nature, except liabilities, obligations or contingencies (a) which are adequately accrued or reserved against in the Metrocall Financial Statements or reflected in the notes thereto, (b) which were incurred in the ordinary course of business and consistent with past practices since December 31, 2003, (c) which would not, individually or in the aggregate, have a Metrocall Material Adverse Effect or (d) which are of a nature not required to be reflected in the consolidated financial statements of Metrocall and its Subsidiaries, including the notes thereto, prepared in accordance with GAAP consistently applied

Section 4.15 Absence of Certain Changes. Except as contemplated in this Agreement, since December 31, 2003, (a) Metrocall and each of its Subsidiaries has conducted its business in all material respects in the ordinary course consistent with past practices, (b) there has not been any change or development, or combination of changes or developments that, individually or in the aggregate, would have a Metrocall Material Adverse Effect, (c) there has not been any declaration, setting aside or payment of any dividend or other distribution with respect to any shares of capital stock of Metrocall or any of its Subsidiaries, or any repurchase, redemption or other acquisition by Metrocall or any of its Subsidiaries of any outstanding shares of capital stock or other securities of, or other ownership interests in, Metrocall or any such Subsidiary, (d) there has not been any amendment of any term of any outstanding security of Metrocall or any of its Subsidiaries, (e) there has not been any change in any method of accounting or accounting practice by Metrocall or any of its Subsidiaries, except for any such change required by reason of a concurrent change in GAAP and (f) there has not been any negotiation or agreement by Metrocall to do any of such things (other than as relate to the Transactions).

Section 4.16 Registration Statement and Proxy Statement. None of the information to be supplied by Metrocall for inclusion in (i) the Registration Statement or (ii) the Joint Proxy Statement/Prospectus will, in the case of the Joint Proxy Statement/Prospectus at the time of the mailing of the Joint Proxy Statement/Prospectus, and at the time of the meetings of stockholders of Metrocall and Arch to be held in connection with the Transactions, or, in the case of the Registration Statement, as amended or supplemented, at the time it becomes effective and at the time of such meetings of the stockholders of Arch and Metrocall, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which

they are made, not misleading. The Joint Proxy Statement/Prospectus will, as of its mailing date, comply as to form in all material respects with all applicable laws, including the provisions of the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, except that no representation is made by Metrocall with respect to information supplied by Arch or the stockholders of Arch for inclusion in the Joint Proxy Statement/Prospectus.

Section 4.17 Reorganization. None of Metrocall or its Subsidiaries has willfully taken or agreed to take, nor does it intend to take, any action that would prevent the Merger from qualifying as an exchange described in Section 351 of the Code.

Section 4.18 Board Approval. Each of the Metrocall Board and the Special Transactions Committee of the Metrocall Board has unanimously (a) declared the advisability of and approved this Agreement and the Merger, (b) determined that the Merger is in the best interests of the stockholders of Metrocall and is on terms that are fair to such stockholders and (c) recommended that the stockholders of Metrocall adopt and approve this Agreement and the Merger.

Section 4.19 Brokers and Finders. Metrocall has not entered into any contract, arrangement or understanding with any Person or firm which may result in the obligation of Metrocall or Parent to pay any finder's fees, brokerage or agent commissions or other like payments in connection with the Transactions, except Lazard Freres & Co. LLC ("Metrocall Financial Advisor"), whose fees and expenses will be paid by Metrocall in accordance with Metrocall's agreement with Metrocall Financial Advisor, based upon arrangements made by or on behalf of Metrocall and previously disclosed to Arch.

Section 4.20 Opinion of Financial Advisor. Metrocall Financial Advisor has rendered an opinion to the Metrocall Board to the effect that, as of the date hereof, the Metrocall Merger Consideration is fair to the holders of Metrocall Common Stock from a financial point of view; it being understood and acknowledged by Metrocall that such opinion has been rendered for the benefit of the Metrocall Board and is not intended to, and may not, be relied upon by Arch, its affiliates or their respective Subsidiaries. Metrocall Financial Advisor has authorized the inclusion of its opinion in the Joint Proxy Statement/Prospectus.

Section 4.21 Hazardous Substances and Hazardous Waste.

To the knowledge of Metrocall:

(a) Except as would not have a Metrocall Material Adverse Effect, (i) there is not now, nor has there ever been, any disposal, Release or threatened Release of Hazardous Material on, from or under properties now or ever owned or leased by or to Metrocall or its Subsidiaries (the "Metrocall Properties"); (ii) there has not been generated by or on behalf of Metrocall or its Subsidiaries any Hazardous Material; and (iii) no material Hazardous Material has been disposed of or allowed to be disposed of by Metrocall or its Subsidiaries, by any other party, on or off any of the Metrocall Properties during the period that Metrocall or its Subsidiaries owned or leased the property which may give rise under applicable Environmental Law to a clean-up responsibility, personal injury liability or property damage claim against Metrocall or its Subsidiaries or Metrocall or its Subsidiaries being named a responsible party for

any such clean-up costs, personal injuries or property damage or create any cause of action by any third party against Metrocall.

(b) (i) None of Metrocall's or its Subsidiaries' operations at the Metrocall Properties are (or, with respect to past Metrocall Properties and Metrocall Properties of former Subsidiaries, were at the time of disposition) in violation in any material respect of any Environmental Law (with respect to past Metrocall Properties and Metrocall Properties of former Subsidiaries, Environmental Laws in effect at the time of disposition); (ii) Metrocall and its Subsidiaries have obtained and are in all material respects in compliance with all necessary permits or authorizations that are required under Environmental Laws to operate their facilities, assets and businesses, (iii) no Environmental Claims have been asserted against Metrocall or its Subsidiaries or any predecessor in interest, nor does Metrocall have knowledge of any threatened (in writing) or pending Environmental Claim against Metrocall or any of its Subsidiaries or any predecessor in interest which is reasonably likely to result in Environmental Liabilities that, individually or in the aggregate, would have a Metrocall Material Adverse Effect; and (iv) no Environmental Claim has been asserted against any facilities that may have received Hazardous Materials generated by Metrocall or any of its Subsidiaries or any predecessor in interest which is reasonably likely to result in Environmental Liabilities that, individually or in the aggregate, would have a Metrocall Material Adverse Effect.

(c) Metrocall has delivered to Arch true and complete copies of all material environmental reports, studies, investigations or correspondence regarding any Environmental Liabilities of Metrocall or any environmental conditions at any of the Metrocall Properties which are in possession of Metrocall or its agents.

Section 4.22 Compliance with Laws. Neither Metrocall nor any of its Subsidiaries is in violation of, or has violated or, to the knowledge of Metrocall, received written notice of any violation of, any applicable provisions of any laws, statutes, ordinances, regulations, judgments, injunctions, orders or consent decrees, except for any such violations that, individually or in the aggregate, would not have a Metrocall Material Adverse Effect. To the knowledge of Metrocall, no investigation, proceeding, action or review relating to Metrocall or any of its Subsidiaries by any governmental entity is pending or threatened in writing, other than, in each case, those the outcome of which would not, individually or in the aggregate, have a Metrocall Material Adverse Effect.

Section 4.23 Permits and Licenses. (a) Metrocall or its appropriate Subsidiaries hold all material approvals, licenses, permits, registrations and similar type authorizations necessary for the lawful ownership, lease, operation, use or maintenance of its properties and the lawful conduct of its business as now conducted, including, without limitation, those issued under or pursuant to the Communications Act, the FCC Regulations and the Telecommunications Laws (collectively, the "Metrocall Permits"). All Metrocall Permits are validly issued and in full force and effect, except as would not, individually or in the aggregate, have a Metrocall Material Adverse Effect. Each of Metrocall and its Subsidiaries is in compliance in all respects with the terms and conditions of each Metrocall Permit, except where the failure to be in compliance would not, individually or in the aggregate, have a Metrocall Material Adverse Effect. There is not pending, or to the knowledge of Metrocall, threatened, any action by or before any governmental or regulatory authority to revoke, suspend, cancel, rescind, or modify in any

material respect any of the Metrocall Permits. Metrocall has timely made all regulatory filings required, and paid all fees, assessments and contribution requirements imposed, by any governmental authority, and all such filings and the calculation of such fees, are accurate in all material respects, except where the failure to make such filing or pay such fees or assessments would not, individually or in the aggregate, have a Metrocall Material Adverse Effect.

(b) Section 4.23(b) of the Metrocall Disclosure Schedule contains a true and complete list of all Metrocall Permits issued to Metrocall or any of its Subsidiaries by the FCC (the "Metrocall FCC Licenses") and all pending applications for Metrocall Permits that would be Metrocall FCC Licenses, if issued or granted. No such Metrocall FCC License is subject to any restriction or condition which would limit in any material respect the full operation of the business of Metrocall and its Subsidiaries as now operated, other than those restrictions or conditions routinely imposed in conjunction with such FCC Licenses. The Metrocall FCC Licenses are in good standing, are in full force, and effect in all material respects and are not materially impaired by any act or omission of Metrocall, its Subsidiaries, or any of their respective officers, directors, or employees.

Section 4.24 Real Property

(a) Section 4.24(a) of the Metrocall Disclosure Schedule sets forth a list of the addresses of all real property owned by Metrocall or any of its Subsidiaries (the "Metrocall Owned Real Property"). Either Metrocall or its Subsidiaries, as applicable, has good and marketable fee title to each of the Metrocall Owned Real Property, except for defects in title, easements, restrictive covenants and similar encumbrances or impediments that, in the aggregate, do not materially interfere with the ability of Metrocall and its Subsidiaries to conduct their business, taken as a whole, as currently conducted. There is no pending or, to the knowledge of Metrocall, threatened condemnation or eminent domain proceeding with respect to any Metrocall Owned Real Property. All of the buildings, fixtures and other improvements located on the Metrocall Owned Real Property are in good operating condition and repair in all material respects.

(b) Section 4.24(b) of the Metrocall Disclosure Schedule sets forth a list of all leases and similar agreements (the "Metrocall Leases") for real property leased, subleased or licensed by Metrocall or any of its Subsidiaries (the "Metrocall Leased Real Property") and the location of the premises subject to the Metrocall Leases, except such Metrocall Leases the absence of which, individually or in the aggregate, would not materially interfere with the ability of Metrocall and its Subsidiaries to conduct their business, taken as a whole, as currently conducted. Neither Metrocall nor any of its Subsidiaries nor, to the knowledge of Metrocall, any other party to any Metrocall Lease, is in material default under any Metrocall Lease. Each Metrocall Lease is valid and binding against Metrocall or any of its Subsidiaries party thereto and, to the knowledge of Metrocall, each other party thereto, and in full force and effect, and all base rent payable by Metrocall or any of its Subsidiaries, as tenant thereunder, is current. Metrocall or one of its Subsidiaries has a valid leasehold interest in and the right to use or occupy each such parcel of real property leased by it, free and clear of all liens, except for any of the following: (i) liens for taxes, assessments or governmental charges or levies (A) not yet due or (B) delinquent and being diligently contested in good faith; (ii) statutory liens of carriers, warehousemen, mechanics, materialmen and the like arising in the ordinary course of business

and for obligations not yet due and payable; (iii) easements, restrictive covenants, rights of way and other similar imperfections of title that do not materially adversely affect the use of the property as presently used; (iv) zoning, building and other similar restrictions that do not materially adversely affect the use of the property as presently used; (v) temporary security interests in favor of suppliers of goods for which payment has not yet been made in the ordinary course of business consistent with past practice; (vi) liens on the interests of lessors (but not Metrocall or any of its Subsidiaries as tenant or lessee); (vii) liens listed in Section 4.24(b) of the Metrocall Disclosure Schedule; and (viii) other liens or encumbrances that would not, individually or in the aggregate, reasonably be expected to materially affect the use of such property subject thereto or affected thereby or otherwise materially impair business operations at such property.

Section 4.25 State Takeover Statutes. The Metrocall Board has approved the execution of this Agreement and the Ancillary Agreements to which Metrocall is or will be a party and authorized and approved the Merger prior to the execution by Metrocall of this Agreement and such Ancillary Agreements and, to the knowledge of Metrocall, the restrictions on business combinations contained in Section 203 of the DGCL will not apply to this Agreement, the Ancillary Agreements, the Transactions or the transactions contemplated by the Ancillary Agreements. The Metrocall Board has taken all such action required to be taken by it to provide that this Agreement, the Ancillary Agreements, the Transactions and the transactions contemplated by the Ancillary Agreements shall be exempt from the restrictions on business combinations contained in any "moratorium," "control share," "fair price" or other anti-takeover laws or regulations of any state (including Section 203 of the DGCL).

ARTICLE V CONDUCT OF BUSINESS PENDING THE MERGER

Section 5.1 Conduct of Business By Metrocall and Arch Pending the Merger. Except as otherwise contemplated by this Agreement and the Ancillary Agreements or disclosed in the Disclosure Schedules, during the period from the execution and delivery of this Agreement to the Effective Time or termination of this Agreement in accordance with its terms (the "Interim Period"), each of the Companies shall, and shall cause each of their Subsidiaries to:

(a) conduct their respective businesses in the ordinary and usual course of business and consistent with past practice for the fiscal year ended December 31, 2003;

(b) not (i) except as necessary or appropriate to comply with applicable laws or regulations, including SEC regulations and requirements of the NASDAQ, amend or propose to amend their respective certificates of incorporation or bylaws (or comparable organizational documents), (ii) split, combine or reclassify their outstanding capital stock, or (iii) declare, set aside or pay any dividend or distribution payable in cash, stock, property or otherwise, except for the payment of dividends or distributions to a Company by a wholly-owned Subsidiary of such Company;

(c) except for (i) issuances of Metrocall Common Stock and Metrocall Preferred Stock required pursuant to the Metrocall Plan of Reorganization and (ii) issuances of Arch Common Stock required pursuant to the Arch Plan of Reorganization, not issue, sell,